

## **Galfi Consulting General Terms and Conditions – version May 2021**

### **Article 1. Definitions**

1.1. In these general terms and conditions the following definitions apply:

**Galfi Consulting:** the user of these general terms and conditions, Ms L.Z. Gálfi, also acting under the name Galfi Consulting, listed in the Trade Register of the Chamber of Commerce under number 66871891;

**Client:** the natural or legal person giving an assignment to or requesting an Offer from Galfi Consulting;

**Offer:** the offer issued by Galfi Consulting with respect to performing an assignment;

**Agreement(s):** the agreement concluded between Galfi Consulting and the Client with respect to the provision of services.

### **Article 2. Applicability of the general terms and conditions**

2.1. These general terms and conditions apply to all Offers Galfi Consulting issues and all Agreements Galfi Consulting concludes.

2.2. Any derogations from or additions to these general terms and conditions only apply if the parties have agreed to them in writing.

2.3. For the purposes of the Agreement, the Client's general terms and conditions will only apply if they are not contrary to these general terms and conditions.

### **Article 3. Formation of the Agreement**

3.1. Offers issued by Galfi Consulting are without obligation, unless the Offer provides otherwise.

3.2. The Agreement is formed as soon as Galfi Consulting provides or, as the case may be, sends confirmation of the assignment, or as soon as Galfi Consulting starts to perform the assignment, whether or not on the basis of a previously issued Offer.

3.3. If the Client issues the assignment verbally, Galfi Consulting's written confirmation of the assignment will be deemed to be an accurate representation of the substance of the Agreement, unless the Client states its objections to that representation to Galfi Consulting without undue delay.

### **Article 4. Fees**

4.1. The offered and agreed fees are inclusive of VAT, unless expressly provided otherwise.

4.2. If and to the extent that resources or extra assistants are required in order to perform the assignment, any related costs will be borne by the Client, unless expressly agreed otherwise.

### **Article 5. Performance of the Agreement**

5.1. Galfi Consulting will determine the manner in which the assignment is performed.

5.2. Unless agreed otherwise, Galfi Consulting will only have a best efforts obligation. Galfi Consulting does not guarantee any result and is not liable for any choices the Client makes as a result of the assignment Galfi Consulting has performed.

5.3. Stated or, as the case may be, agreed deadlines should not be considered to be strict deadlines, unless expressly agreed otherwise. If Galfi Consulting exceeds any deadline, it should therefore be served with a written notice of default before it can actually be in default.

5.4. The Client must inform Galfi Consulting in writing (including by electronic means) of any cancellation of or changes to the assignment fourteen (14) working days before the start of the assignment, failing which the Client will be charged for the scheduled assignment.

5.5. If the Client cancels training courses and related work within five (5) working days before the start of the activities concerned, the Client must pay 100% of the costs of the cancelled hours or of the agreed principal sum, and if the cancellation is made more than five (5) working days before the start of the activities concerned, the Client must pay 50% of the costs of the cancelled hours or of the agreed principal sum.

5.6. If the Client cancels coaching or other support services within 24 hours of the start of the activity concerned, the Client will owe 100% of the costs of the cancelled hours or, as the case may be, the agreed

principal sum. If the Client does this between 24 and 48 hours before the start of the activities, it will owe 50% of those costs, and if it cancels them more than 48 hours before the start of the activities, it will owe 25% of those costs.

- 5.7. If the Client does not use Galfi Consulting's services as agreed and does not issue a cancellation notification, the Client will owe 100% of the total agreed principal sum.
- 5.8. The Client must provide Galfi Consulting with all information and documents required for the proper performance of the assignment (at the discretion of Galfi Consulting), in a timely fashion and in the form and manner Galfi Consulting indicates to the Client.
- 5.9. Galfi Consulting is authorised to suspend performance of the assignment until the Client has met the obligation referred to in Article 5.8.
- 5.10. The Client is responsible for the accuracy and completeness of the information and documents it makes available to Galfi Consulting.
- 5.11. The Client indemnifies Galfi Consulting against third-party claims arising from the provision of incorrect or incomplete information as referred to in this article.

#### **Article 6. Failure to perform**

- 6.1. The Client must report any failure to perform the Agreement to Galfi Consulting in writing (including by electronic means) immediately after such failure has become apparent or should reasonably have become apparent.
- 6.2. If the Client fails to report a failure on time, as referred to in Article 6.1, its right to rely on failure to perform will lapse.
- 6.3. If Galfi Consulting is unable to perform the assignment, or is unable to perform it on time or properly, due to a cause beyond its control, its obligation to perform the assignment will be suspended until such time as Galfi Consulting is again able to meet its obligations under the Agreement in the agreed manner, without the Client being entitled to claim performance and/or damages.

#### **Article 7. Galfi Consulting's liability**

- 7.1. If, with due observance of the provisions of the law, the Agreement and these general terms and conditions, Galfi Consulting is liable to the Client, such liability is limited to the invoice value of the assignment from which the damage arose, up to a maximum of EUR 1,000.
- 7.2. Galfi Consulting is not liable for any indirect damage, including but not limited to consequential damage, loss of profits, mutilated or lost data or materials, damage due to business interruption or cybercrime.
- 7.3. The Client indemnifies Galfi Consulting against any third-party claims arising from the assignment performed by Galfi Consulting.

#### **Article 8. Expiry clause**

- 8.1. Notwithstanding the provisions of Article 6:89 of the Dutch Civil Code ("DCC") and without prejudice to the provisions in these general terms and conditions, any claim by the Client arising from the Agreement will lapse if it is not brought before the competent court within one year after the Client became or could reasonably have become aware of the facts on which its claim is based.

#### **Article 9. Payment**

- 9.1. Payment of the invoices Galfi Consulting sends to the Client must be made within 14 days of the invoice date, without a claim for set-off or suspension.
- 9.2. If the Client fails to pay within the period referred to in Article 9.1, it will be in default by operation of law and Galfi Consulting will have the right, without prior notice of default being required, to charge the statutory (commercial) interest referred to in Article 6:119 or 6:119a DCC with effect from the relevant invoice's due date.
- 9.3. Payment for orders placed through Galfi Consulting's websites must be made by means of the payment methods indicated there.
- 9.4. If the Client defaults on or fails to meet its obligations or fails to do so on time, all reasonable costs incurred to obtain payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice. In this regard, the Decree on the

Compensation of Extrajudicial Collection Costs (*Besluit vergoeding voor buitengerechtelijke incassokosten*) applies. However, if Galfi Consulting incurs higher debt collection costs which were reasonably necessary, the actual costs incurred will be eligible for compensation. Any judicial and enforcement costs Galfi Consulting incurs will also be recovered from the Client. The Client will owe interest on the debt collection costs owed.

9.5. At Galfi Consulting's request, the Client will provide security (or additional security) for payment.

#### **Article 10. Intellectual property rights, use and licence**

- 10.1. Galfi Consulting owns and holds the exclusive rights to its name, logo, advice, course material, working methods, know-how, social media communications, regulations, presentations, reports, etc.
- 10.2. The Client is not permitted to use the items of intellectual property referred to in Article 10.1, unless Galfi Consulting gives its prior written consent.
- 10.3. The intellectual property rights to the works made available by Galfi Consulting in the context of the Agreement remain exclusively vested in Galfi Consulting or in the third party from whom Galfi Consulting has obtained a right of use. To the extent required for the Client's use, Galfi Consulting grants the Client, in writing, a limited, non-exclusive, non-transferable and - unless otherwise agreed in writing - non-sub-licensable right to use the works.
- 10.4. If Galfi Consulting is prepared to undertake to transfer an intellectual property right, this may only be entered into explicitly and in writing. If the parties agree in writing that an intellectual property right will be transferred to the Client with respect to specific items (developed for the Client), a separate intellectual property right will be created, which means that this will not affect Galfi Consulting's right or ability to continue using and/or exploiting (for itself or for third parties) the components, general principles, ideas, designs, documentation, documents, works, protocols, standards etc. that underlie that development for other purposes and without any restriction. Further, this separation of an intellectual property right does not affect Galfi Consulting's right to implement developments for itself or a third party that are similar to or derived from the developments that have been or are implemented for the Client.
- 10.5. The Client is not or no longer permitted to use the results made available, with any licence granted to the Client in the context of the assignment also ceasing to apply:
  - A. from the moment that the Client fails to fulfil its payment obligations or other obligations under the Agreement, or fails to do so in full, or is otherwise in default, unless the Client's failure is of minor importance in light of the assignment as a whole;
  - B. if the Agreement is terminated prematurely for any reason whatsoever, unless the consequences of this are contrary to the principles of reasonableness and fairness.

#### **Article 11. Privacy, data processing and security**

- 11.1. To the extent that personal data are processed in the context of performing the Agreement, such personal data will be processed in a proper and careful manner and in accordance with the General Data Protection Regulation. Galfi Consulting's privacy statement can be found at <https://www.galficonsulting.com/nl/privacyverklaring/>.
- 11.2. Technical and organisational measures will be taken to protect the personal data against loss or any other attempt at unlawful processing, taking into account the state of the art and the nature of the processing operation.
- 11.3. If Galfi Consulting is required, under the Agreement, to provide information security, such security must be in line with the security specifications agreed in writing between the parties. Galfi Consulting does not guarantee that the information security is effective in all circumstances. If the Agreement does not contain a particular security specification, the security will be of a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs involved in making the security arrangements.

#### **Article 12. Termination of the Agreement**

- 12.1. If the Client:
  - A. fails to perform any of its obligations arising from the Agreement;
  - B. submits an application for a suspension of payments (or a provisional suspension of payments);
  - C. is declared bankrupt;

- D. (if the Client is a natural person) is admitted to the Statutory Debt Rescheduling Scheme for Natural Persons (*wettelijke schuldsanering natuurlijke personen*);
  - E. liquidates its undertaking or transfers it wholly or in part to a third party;
  - F. loses control of all or part of its assets through attachment,
- Galfi Consulting will have the right to suspend or terminate all or part of the Agreement without prior notice of default.

**Article 13. Applicable law and disputes**

- 13.1. All Agreements between Galfi Consulting and the Client are governed exclusively by Dutch law.
- 13.2. All disputes arising from Agreements concluded between Galfi Consulting and the Client will be submitted to the civil court in the district of The Hague, Gouda location, without prejudice to Galfi Consulting's right to apply to another court with jurisdiction pursuant to the law.